

Settlement Agreement

James E. Lang

Doc. No CH-0752-99-0147-M-1

v

United States Postal Service

Appellant, James Lang, and his representative, Marshall C. Hunt, Jr Esquire, and the United States Postal Service (Agency), and its representative, Kara Lynn Svendsen, Esquire, hereby agree to settle the above-captioned Merit Systems Protection Board (MSPB) appeal.

The terms of the Settlement Agreement are as follows

MHKJA

- 1) Appellant's October 26, 1996 removal will be rescinded.
- 2) Appellant ^{be deemed to have} will resign from the U.S. Postal Service effective October 26, 1996. He agrees ^{KLA MHA} ~~never~~ never to seek and is precluded from seeking any future employment with the U.S. Postal Service.
- 3) Appellant's PS Form 50 will be changed to reflect his resignation, not a removal. The Form 50 will not indicate the Appellant resigned pending charges.* Such change shall be made within 60 days of the date on which this agreement was signed.

~~These changes will be reflected on lines 77, 79 and 84 of the Form 50 and any other line that refers (explicitly or by code) to the removal action. n.n.c. 1. or 3~~

* These changes will be reflected on lines 77, 79 and 84 of the Form 50 and any other line ^(s) that refer(s) (explicitly or by code) to the removal action. n.n.c. 1. or 3

EXHIBIT A

The ~~is~~ Notice of Proposed Removal dated September 12, 1996 and the Letter of Decision - Removal dated October 21, 1996 and issued to Appellant will be removed from his Official Personnel File, as will the Emergency Placement in Off-Duty Status, dated September 11, 1996.
letter

- 4 ~~5~~) This agreement is to remain confidential and its terms will not be disclosed by either ^{the} Appellant or the Agency or their respective representatives, except as may be necessary in a related enforcement action or legitimate business purposes.
- 5 ~~6~~) In light of the unique circumstances of this particular case, this agreement may not be used as precedent against the Agency in any other action, whether a grievance proceeding, an Equal Employment Opportunity Commission (EEOC) matter, an MSPB matter or in any other legal forum, ~~including~~ ^{including} either state or federal court.
not

~~6) This Settlement Agreement~~

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- 6) This Settlement Agreement constitutes the entire agreement between the parties and fully and finally resolves the Appellant's instant MSPB appeal and all other administrative or legal actions arising from Appellant's October 26, 1996 removal. Further, Appellant agrees to withdraw the instant MSPB appeal.
- 7) Each party to this agreement has had ample opportunity to consult with their respective representatives and, having done so, willingly and voluntarily enters into this agreement. Each party understands the terms of this agreement.
- 8) The parties understand and agree that the Agency will not pay any attorney fees in connection with this matter.
- 9) The parties agree to make this Settlement Agreement part of the record and enforceable by the MSPB.

Kara Lynn Svendsen 11/30/00
KARA LYNN SVENDSEN
Agency Representative

KYS MTH
~~XXXXXXXXXXXXXXXXXXXX~~
~~XXXXXXXXXXXXXXXXXXXX~~

DATED 30 NOVEMBER 2000

Marshall C. Hunt, Jr.
MARSHALL C. HUNT, JR
Appellant's Representative

James E. Lang
JAMES E. LANG
Appellant.